

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-203**

The City of Lincoln, Nebraska (hereinafter referred to as "Owners" intend to enter into contracts and invite you to submit a sealed bid for:

**ANNUAL REQUIREMENTS
FOR
HEAVY EQUIPMENT REPAIR SERVICES**

Sealed bids will be received by the Owners on or before 12:00 noon Central Time, **Wednesday, August 17, 2005**, in the office of the Purchasing Agent, "K" Street Complex, South West Wing, Suite 200, 440 So. 8th Street, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Copies of the specifications and plans may be obtained from City-County Purchasing, 440 South 8th Street, Suite 200, Lincoln, Nebraska 68508, telephone no. (402) 441-7417, or you can also download this specification on our web site at <http://www.ci.lincoln.ne.us/city/finance/purch/index.htm> Under Bidding Opportunities and Awards.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

INSTRUCTIONS TO BIDDERS
COUNTY OF LANCASTER, PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the Owners harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the Owners; and bidders shall not rely upon such interpretations or changes.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the Owners to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BID EVALUATION AND AWARD

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the Owners, and as the Owners deems will best serve their requirements.
- 10.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the Owners.

11. INDEMNIFICATION

- 11.1 The bidder shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of

whether or not it is caused by a party indemnified hereunder.

- 11.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

ANNUAL REQUIREMENTS FOR HEAVY EQUIPMENT REPAIR SERVICES Specification 05-203

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

- A. **REPAIR SERVICE RATES:** Amount that the contractor will bill the owner for services provided. Rates shall include shall include all wages, health and welfare benefits, insurance, taxes, overhead, profit, all other applicable fringe benefits, tools, equipment, misc. shop supplies, and waste disposal and recycling normally used in the conduct of repairing heavy equipment.

A.1	Shop Repair Services	\$_____ per hour
A.2	Field Repair Services	\$_____ per hour
A.3	Shop Welding	\$_____ per hour
A.4	Field Welding	\$_____ per hour
A.5	Weekend or after-hour Repair Service	\$_____ per hour
A.6	Bore Welding (Shop or Field)	\$_____ per hour
A.7	Service Vehicles	\$_____ per mile

- B. **PARTS AND MATERIALS:** Invoice list price of parts and materials including associated freight.

- C. **SUBCONTRACTOR COSTS:** Invoice cost of work plus overhead and profit

C.1 Overhead and profit for subcontractor costs: _____%

There is a \$1000.00 bid security required with this bid.

List equipment which Bidder is factory authorized to repair, if any: _____

These Unit Price Proposals are offered by _____, hereinafter referred to as the Bidder,

A corporation organized and existing under the laws of the state of _____.

A partnership doing business as _____.

An individual doing business as _____.

Addenda: Bidder has received Addenda Nos. _____, and has included their provisions in this bid.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-203

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE No.

FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**SPECIFICATIONS FOR
ANNUAL REQUIREMENTS
FOR
HEAVY EQUIPMENT REPAIR SERVICES
BIDDERS INFORMATION**

1. SCOPE OF CONTRACT

- 1.1 The City of Lincoln, Solid Waste Operations Section (hereinafter referred to as "Owners"), desires to retain qualified contractors on a Unit Price Contract basis to perform heavy equipment repair services for the term of the contract.
- 1.2 The attached sample agreement serves as the specifications, and describes the obligations of the Owners and the Contractor.
- 1.3 It is anticipated that the total amount of work for the term of all contracts (annual) is approximately \$200,000.00
- 1.4 Repair service rates shown on the Unit Price Proposal Form shall include all wages, health and welfare benefits, insurance, taxes, overhead, profit, all other applicable fringe benefits, tools, equipment, misc. shop supplies and waste disposal and recycling services normally used in the conduct of repairing heavy equipment.
- 1.5 No adjustments in repair service rates or overhead & profit percentages being bid will be allowed on work awarded during the annual contract period. Any future fluctuation in the labor market and/or overhead and profit calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding year.
- 1.6 The term of the contract shall be one (1) year, September 1, 2005, through July 30, 2006; with options to renew for two (2) additional one-year terms beginning September 2006.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the Owners, sample attached.
- 2.2 Also, within such time period the Contractor must furnish with the executed agreement a certificate of insurance in accordance with the attached "Insurance Clause to be used for All Unit Price Construction Contracts", naming the City of Lincoln as additional insured.

3. BIDDING PROCEDURE AND AWARD OF CONTRACTS

- 3.1 Bidding Procedure
 - 3.1.1 Read attached Instructions to Bidders prior to submitting your Unit Price Proposal.
 - 3.1.2 The following documents must be submitted as your bid:
 - 3.1.2.1 Completed and signed Unit Price Proposal Form
 - 3.1.2.2 Qualifications statement.
 - 3.1.2.3 List of references.
 - 3.1.2.4 Bid security in the amount of \$1,000.00 is required to be submitted with your bidding documents as a guarantee of good faith.
- 3.2 Award of Contract
 - 3.2.1 In determining the low responsible bids, consideration may be given to the following factors:
 - 3.2.1.1 Ability, capacity, skill, training and certifications of the bidder to comply with the specifications and perform the work required by the contract.
 - 3.2.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 3.2.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 3.2.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 3.2.1.5 Quality of the bidder's performance of previous work.
 - 3.2.1.6 Cost of the Unit Price Proposal
 - 3.2.1.7 Warranty terms offered by the Bidder.
 - 3.2.1.7 Any other information deemed relevant to the contract by the Owners.
 - 3.2.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work, equipment brands which the Contractor is authorized to repair, and previous inspection and acceptance of past repair services.

- 3.2.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
- 3.2.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 3.2.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

4. BIDDER QUALIFICATIONS

- 4.1 Bidders must be adequately trained repair service providers for the various equipment owned by the City including John Deere, Case, Caterpillar, Mack.
- 4.2 Bidders shall offer Original Equipment Manufacturer (OEM) parts on all repairs unless the use of other parts are specifically approved by the Owner.
- 4.3 Bidders shall submit a qualifications statement and a list of references for similar services with their bidding documents.
 - 4.3.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of services provided in the last five (5) years are required to be submitted with your proposal form.
 - 4.3.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the Owners.

(Contract example) ANNUAL REQUIREMENTS (contract example) FOR HEAVY EQUIPMENT REPAIR SERVICES

THIS CONTRACT, is made and entered into this ___Day___ day of ___Month___, 2005, by and between _____ Vendor _____, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "Owners";

WHEREAS, the Owners wish to engage Contractor in accordance with the terms and conditions herein to provide the above referenced heavy equipment repair services; and

WHEREAS, Contractor desires to perform said heavy equipment repair services for the Owners in accordance with the terms and conditions herein provided; and

WHEREAS, the Owners have caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said heavy equipment repair services and have approved and adopted said documents and have caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the Owners in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owners in the manner prescribed by law have publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass have determined and declared the Contractor to be the lowest responsible bidder(s) for said heavy equipment repair services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said heavy equipment repair services and the other conditions, covenants and agreements herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. Rates.

- A. The Contractor agrees to provide the above referenced heavy equipment repair services in accordance with the repair service rates and parts and materials charges set forth in the Unit Price Proposal.
- B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
- C. The Contractor agrees to use standard or flat rate pricing guides for billing hourly rates for common repair services.

2. Scope of Work.

- A. The Contractor agrees to provide qualified heavy equipment repair services using factory trained and authorized service technicians.
- B. The Contractor agrees to provide Original Equipment Manufacturer (OEM) parts when repairing equipment unless other new, used or rebuilt parts are specifically approved by the Owners.
- C. This Contract allows the parties to enter into separate preventative maintenance agreements for individual equipment. Such agreements shall be executed by written authorization from the City of Lincoln.

3. **Term.** The initial term of this Contract will be for a period of one year from the 1ST day of Sept, 2005, through the 30th day of July, 2006, with an option by the Owners to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

4. Amount of Work.

- A. No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
- B. Work shall not commence until the City provides written authorization to proceed which shall be followed by a P.O.
- C. The City will generally request repair services from Contractors who are factory authorized representatives of the brand of equipment being repaired. However, this Contract shall in no way obligate the Owner to use any one Contractor for a particular brand of equipment or require the Owner to necessarily use factory authorized service providers.
- D. Any existing or future equipment purchase contracts requiring repair and warranty work be performed by the seller shall remain in effect and supercede this Unit Price Contract.

5. Termination.

- A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the heavy equipment repair services in accordance with the terms and conditions contained herein.
- B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
- C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

6. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner's" shall be the City of Lincoln, Nebraska.

- A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", etc.) it shall mean the "Owners" as defined in this Contract.

7. General Conditions. The City of Lincoln General Conditions, Reissued March 5, 1999, attached.

8. Non-Discrimination.

- A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for heavy equipment repair services to be covered by any project undertaken pursuant to this Contract.

9. Drug Free Workplace.

- A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
- B. The Owners reserves the right to request a copy of the Contractor's drug free workplace policy.
- C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

10. **Contract Documents.** The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
11. **Independent Contractor.** The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
12. **Insurance.** The Contractor shall provide insurance in accordance with the Owners's standard insurance clause to be used for all Owner's contracts which is hereby made a part of this Contract.
13. **Indemnification.**
 - A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.
14. **Applicable Laws and Permits.**

The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
15. **Owners's Representatives.** The Assistant Superintendent of Solid Waste Operations or his/her designated representatives shall act as the Owners' agent responsible for the administration of individual equipment repair services undertaken pursuant to this Contract.
16. **Warranty.**
 - A. Re-manufactured parts, components and repair kits shall be subject to a one (1) year warranty against defective materials/parts and workmanship. Such warranty shall cover all parts and labor to correct the defective repair.
 - B. Other repair services shall be subject to a minimum ninety (90) day warranty against defective materials/parts and workmanship. Such warranty shall cover all parts and labor to correct the defective repair.
 - C. The Contractor may offer the Owner longer term warranties for specific repairs. Alternate warranty terms may be considered by the Owner when selecting a particular Contractor to perform repair services.
17. **Exempt Sales Certificate.**
 - A. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
 - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. **Quotations for Individual Unit Price Projects.**
 - A. For work anticipated to be over \$4,000 in total cost, quotations shall be written on the Unit Price Quotation Form, Attachment 1, or similar type quotation form, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.

- C. Owners reserve the right to request competitive quotes from two or more Unit Price Contractors offering the same repair service for a "fixed lump sum" price and time completion quote. The owner representative shall select the contractor with the most favorable price, warranty, completion date or combination of these considerations.
 - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the owner representative for that project. Extra work shall not proceed until authorized by the owner representative.
19. **Use of Contractors.** The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.
20. **Use of Subcontractors.** The Owners recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. **Notice to Proceed.**
- A. No work shall be done for the Owners under the contract unless authorization has been given by the appropriate Owner's/agency representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the Owner's representative.
 - C. Work shall be complete on or before the specified completion date.
22. **Invoices.**
- A. All invoices for heavy equipment repair services performed pursuant to this Contract shall be submitted to the appropriate Owner's representative.
 - B. Each repair service request shall be invoiced separately.
 - C. The Contractor's invoices shall include the date of the repair, equipment identification, hour/mileage and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
 - D. Invoices shall be submitted for payment within thirty days of the date of the repair completion.
23. **Assignment.** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
24. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
25. **Exclusive Relationship.** The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this ____ day of _____, 2005.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Name (Example)
Company Name

By: _____

Address
Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

Attachment 1

City of Lincoln Unit Price Quotation Heavy Equipment Repair Services			
Department Representative:		Date:	
Contractor:		Equipment Number:	
Start Date:	Completion Date:	Equipment Desc:	
Repair Service Charge :	Estimated Units	Service Rate	Total Amount
1. Shop Repair Services			
2. Field Repair Services			
3. Shop Welding			
4. Field Welding			
5. Weekend or After-hour Repair Services			
6. Bore Welding			
Total Repair Service Costs			
Parts/Materials Costs:			
	Contractor Price	% Overhead/Profit	
Subcontractor Costs:			
Total Price (Not to Exceed)			
Specify Warranty Terms and Conditions:			
Firm:		By:	
Address:		Phone:	
Approved: _____ Department/Agency Representative		Date: _____	

**INSURANCE CLAUSE TO BE USED FOR ALL UNIT PRICE CONSTRUCTION CONTRACTS
LANCASTER COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA**

OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.